and best bidder therefor, taking his certificate of purchase for Thirty-five hundred and Seventy-five Dollars (\$3575.00), Three Hundred Dollars (\$300.00) of the purchase money having been paid in cash on the day of sale, as required by the terms of sale, said acknowledgement of purchase of Thirty-five hundred and Seventy-five Pollars (\$3575.00) being filed herewith as "Exhibit No.2" to this Petition and Report of Sale.

Your petitioner reports the aggregate amount of said sale to be Thirty-five hundred and Seventy-five (\$3575.00) and prays Your Honorable Court to ratify and confirm the same. And as in duty bound, etc.

Assignee for the purposes of foreclosure and collection.

AFFIDAVIT.

State of Maryland ) Sct. Frederick County

I HEREBY CERTIFY that on the 20th day of October, 1924, before me, the subscriber, Clerk of the Circuit Court for Frederick County, Maryland, personally appeared Walter E. Sinn assignee, and made oath in due form of law that the matters and things set forth in the aforegoing Petition and Peport of Sales are true as therein set forth and that the sale was fairly made.

Clerk of the Circuit Court for Frederick County, Maryland.

## "EXHIBIT No. 1" MORTGACE.

THIS MOPTGAGE, made this 14th day of January A.D. in the year Nineteen Hundred and Twenty-four, by us, Walter R. Simmers and Barbara G. Simmers, his wife, of Frederick City, Frederick County, State of Maryland.

WITNESSETH; -Whereas, we the said Walter R. Simmers and Earbara G. Simmers, his wife, by our joint and several promissory note of even date herewith, and payable six months after date to Noah E. Cramer or order, for the sum of Thirty-Eight Hundfed Dollars, with interest from date at the rate of six per cent per annum, stand indebted unto the said No-ah E. Cramer, in the sum of money in said joint and several promissory note recited, and for the purpose of securing the payment of the joint and several promissory note at maturity thereof and all the interest that may account thereon according to the tener and effect thereof, we the said Walter R. Simmers and Barbara G. Simmers, his wife, do hereby agree to execute these presents.

Now Therefore in Consideration of the above recited premises and the sum of Five Dollars, in hand paid at and before the execution of these presents, the receipt whereof is hereby acknowledged, we the said Walter R. Simmers and Barbara G. Simmers, his wife, do hereby grant in fee simple unto the said Noah E. Cramer, all those lots of parts of lots of ground, situated lying and being on the South side of Madison Street, in Frederick City, Frederick County, Maryland, and being the same ground and premises which was conveyed to the said Walter R. Simmers and Barbara G. Simmers, his wife, by deed from lawrence Avery and louise Avery, his wife, of even date herewith and intended to be recorded at the same time of the recording of this mortgage.

The money secured by this mortgage being part of the purchase money mentioned in the said deed from Lawrence Avery and Iouise Marie Avery, his wife, to the said Walter R. Simmers and Barbara G. Simmers, his wife, of even date herewith for said property.

PROVIDED that if we the said Walter R. Simmers and Barbara G. Simmers, our geirs personal representatives or assigns shall pay or cause to be paid to the said Noah E. Cramer, his heirs, personal representatives or assigns, the said joint and several promissory note at maturity thereof together with all the interest may accrue thereon according to the terms and conditions thereof then this mortgage shall be void.